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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 Warner Bros. Home Entertainment Inc.,

11 Plaintiff,

12 v.

13 William Walter and Does 1 – 10,  
14 inclusive,

15 Defendants.  
16

Case No. CV17-1156 SVW (JEMx)

CONSENT DECREE AND  
PERMANENT INJUNCTION

17 The Court, having read and considered the Joint Stipulation for Entry of  
18 Consent Decree and Permanent Injunction that has been executed by Plaintiff Warner  
19 Bros. Home Entertainment Inc. (“Plaintiff”) and Defendant William Walter  
20 (“Defendant”) in this action, and good cause appearing therefore, hereby:

21 ORDERS that based on the Parties’ Stipulation and only as to Defendant, his  
22 successors, heirs, and assignees, this Injunction shall be and is hereby entered in the  
23 within action as follows:

24 1) This Court has jurisdiction over the parties to this action and over the subject  
25 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.  
26 Service of process was properly made against Defendant.

27 2) Plaintiff owns or controls the pertinent exclusive rights to distribute or license  
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1 the distribution of home video and digital products, including video home cassettes as  
2 well as optical discs, including, but not limited to, digital versatile discs (DVDs) and  
3 Blu-ray discs incorporating copyrights to motion pictures and television episodes  
4 owned or controlled by Plaintiff, including, but not limited to, those which are the  
5 subject of the copyright registrations listed in Exhibit “A” attached hereto and  
6 incorporated herein by this reference (collectively referred to herein as “Plaintiff’s  
7 Works”).

8 3) Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff’s  
9 Works or substantially similar likenesses or colorable imitations thereof.

10 4) Defendant and his agents, servants, employees, representatives, successor and  
11 assigns, and all persons, firms, corporations or other entities in active concert or  
12 participation with him who receive actual notice of the Injunction are hereby  
13 restrained and permanently enjoined from infringing – directly, contributorily or  
14 vicariously – or enabling, facilitating, permitting, assisting, soliciting, encouraging,  
15 inducing, authorizing, aiding or abetting, materially contributing to, or persuading  
16 anyone to infringe in any manner Plaintiff’s Works, including, but not limited to, the  
17 following:

- 18 a) Copying, reproducing, downloading, distributing, uploading, linking to,  
19 transmitting, or publicly performing, or using trademarks, trade names or  
20 logos in connection with unauthorized media products containing any of  
21 Plaintiff’s Works;
- 22 b) Enabling, facilitating, permitting, assisting, soliciting, encouraging,  
23 abetting, or inducing any person or entity to copy, reproduce, download,  
24 distribute, upload, link to, transmit, or publicly perform any unauthorized  
25 versions of Plaintiff’s Works; or
- 26 c) Profiting from the unauthorized copying, reproduction, downloading,  
27 distribution, uploading, linking to, transmission, or public performance of  
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any of Plaintiff's Works while declining to exercise a right to stop or limit such unauthorized copying, reproduction, downloading, distribution, uploading, linking to, transmission, or public performance of any of Plaintiff's Works.

5) Each side shall bear its own fees and costs of suit.

6) Except as provided herein, all claims alleged in the Complaint are dismissed without prejudice.

7) This Injunction shall be deemed to have been served upon Defendant at the time of its execution by the Court.

8) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this Injunction against Defendant.

9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and enforce the provisions of this Injunction.

10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation, and requesting entry of judgment against Defendant, be reopened should Defendant default under the terms of the Settlement Agreement.

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11) This Court shall retain jurisdiction over Defendant for the purpose of making further orders necessary or proper for the construction or modification of this consent decree and judgment; the enforcement hereof; the punishment of any violations

1 hereof; and for the possible entry of a further Judgment Pursuant to Stipulation in this  
2 action.

3 DATED: May 5, 2017



4  
5 Hon. Stephen V. Wilson  
6 United States District Judge

7  
8 PRESENTED BY:

9  
10 J. Andrew Coombs, A Prof. Corp.

11 By: \_\_\_\_\_  
12 J. Andrew Coombs  
13 Annie S. Wang  
14 Attorneys for Plaintiff  
15 Warner Bros. Home Entertainment Inc.

16 William Walter

17 By: \_\_\_\_\_  
18 William Walter  
19 Defendant, *in pro se*

**EXHIBIT A**  
**COPYRIGHT REGISTRATIONS**

<u>Copyright Registration Number:</u>	<u>Title of Work:</u>
R 474639	Big Shot, The
R 428155	Come Live with Me
R 538967	Conflict
R 359675	Crime School
RE 254-329	D.I., The
R 279423	Here Comes the Navy
R 304087	Irish in Us, The
R 385282	It's a Wonderful World
PA 293-323	Kung Fu aka Kung Fu: The Movie
R 348580	Last Gangster, The
R 460021	Manpower
R 412107	Mortal Storm, The
R 364391	Shopworn Angel, The
RE 151-750	Tribute to a Bad Man
R 578352	Two Mrs. Carrolls, The